briefs; but the absence of any presentation of the underlying principles prevents its being of much assistance to the student.

The author finds no difficulty in the view generally adopted that where the principal object of a contract is to advance some personal interest of the promisor the contract is not within the Statute of Frauds, though the debt of another is incidentally guaranteed. Yet the soundness of this rule may well be doubted, contradicting as it does the express terms of the statute, as well as giving rise to numerous inconsistencies. Testing the rule by extreme cases, it will be found that the proper remedy is in *quasi*-contract for the benefit that the promisor has received. Moreover, the law on this subject has developed strictly along *quasi*-contractual lines. On the other hand, the text adopts the view which, though believed to be sound, does not represent the weight of authority, that a contract to answer for the default of an infant is within the Statute of Frauds, on the ground that there really is a principal obligation, though a voidable one, but voidable only when the infant sets up the defence, it being personal to him. The opposite view is taken by other text-books: Brandt, Suretyship, § 58, note; De Colyar, Guarantees, 3d ed. 97. Mr. Pingrey falls into the common error of regarding what is in reality an equitable defence as a condition implied in the contract of suretyship; for example, he says that an employer impliedly stipulates with the surety of an employee that he will not retain the latter after a breach of duty justifying a discharge. Obviously, this was no part of the contract between the parties, but is a mere defence allowed the surety by equity on the ground of the manifest injustice of his continuing liable to a creditor who has dealt so unfairly with him.

The book, though apparently the result of considerable industry, does not evidence the thorough investigation or careful thought the task the author attempted requires. The author is further unfortunate in that the errors due to careless or incompetent proof-reading are numerous and important. Some paragraphs are wholly unintelligible; for example, the one on page 291, beginning, "Thus, when a party releases a chattel mortgage," etc. It is rather misleading to find the text saying, page 284, "The *oral* promise to *identify* a person for becoming surety on another's bail bond, according to the *minority* of the courts, is within the Statute of Frauds, and must be *in writing*." We are left to conjecture that identify means indemnify, and minority means majority. The author's style in many places is also not altogether unexceptionable.

F. R. T.

A TREATISE ON COVENANTS WHICH RUN WITH LAND OTHER THAN COVENANTS FOR TITLE. By Henry Upson Sims. Chicago: Callaghan & Co. 1901. pp. xxxi, 287.

Covenants which run with land are an important subject of every-day use in the law of Real Property. Nevertheless, up to the present time, the only text-book devoted entirely to them has been Mr. Rawle's masterly work on Covenants for Title, which, as its name indicates, leaves untouched the large unclassified residue of covenants as to the use of land. In filling this gap Mr. Sims's present work is heartily to be welcomed, for, as Professor Gray says in the preface to his book on The Rule against Perpetuities: "In the present state of legal learning a chief need is for books on special topics, chosen with a view, not to their

utility as the subjects of convenient manuals, but to their place and importance in the general system of the law."

Mr. Sims goes into a discussion of the old common law before the Statute 32 Henry VIII. Historically he finds that the old feudal *warrantia chartæ* gave rise to express warranty, from which in turn covenants which run with land were developed. He concludes from this that no covenant should run, unless there is a grant of a corporeal or an incorporeal hereditament between the parties to the covenant at the time it is made. It is thus made impossible for a stranger to bind himself to make repairs on land for the benefit of any owner of the land, a result for which there seems no practical reason. This view, however, was taken by Lord St. Leonards, Sugden, Vend. & P. 14th ed. 585 *et seq.*; and is necessary in order to avoid being carried too far in the other direction, if we adopt, with Mr. Sims, the theory that the burden as well as the benefit should run. Mr. Sims considered this proposition, that the burden will run, both historically correct and expedient, since he regards it as desirable that the proper use of land should be regulated and insured. But, as he admits, the modern English rule is *contra*. *Hayward* v. *Brunswick Building Society*, 8 Q. B. D. 403. As to what covenants "touch the land," Mr. Sims refers his readers to a perusal of the cases, and concludes that no definition can be given. This seems necessary if covenants as to competing in trade, etc., are to be held to "touch the land," as in *National Bank* v. *Segur*, 39 N. J. L. 173. It would seem, however, that the cases *contra* represent the better view, *Thomas* v. *Hayward*, L. R. 4 Ex. 311; and if this is so a covenant might be said to "touch the land," when it is of value to the covenantee because of his occupation of that particular piece of land. The rule in Spencer's Case, that a covenant as to a thing not *in esse* will not bind the assigns unless they are named, Mr. Sims justly regards as mediæval and technical. His opinion that it will not be followed in the United States seems, however, unjustifiably optimistic, especially in view of his own citation of cases.

The arrangement of the book is, as it should be, that of a treatise, and not that of an inflated digest. The authorities are, however, exhaustively collected, and a list of cases and a copious index facilitate a ready reference to any topic. As a whole, the book presents a clear statement of the history of the subject, and, after a fair and thorough discussion of most points, works out a logical and consistent theory. Whatever, therefore, may be the correct law as to covenants which run with land, Mr. Sims's book cannot fail to stimulate thought, and thus to do much toward an intelligent and accurate understanding of that branch of the law.

R. B. S.

THE LAW AND POLICY OF ANNEXATION. With special reference to the Philippines, together with observations on the status of Cuba. By Carman F. Randolph. New York: Longmans, Green & Co. 1901. pp. xi, 226.

This book contains an interesting and timely discussion of the important problems which have confronted our country ever since the Spanish war, the most important of which are soon, we trust, to be solved by the Supreme Court. The author gives on the whole an excellent review of the situation in which we are placed with reference to the Philippines, showing by what constitutional authority we derived our title